

**POWER OF ATTORNEY BY ASSIGNEE TO EXCLUSION OF INVENTOR
UNDER 37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS**

The undersigned ASSIGNEE of the entire interest in:

- ☐ U.S. Patent No. _____, issued _____
☒ U.S. Application No. 10/565,349, filed January 20, 2006 (International Filing Date: August 8, 2003)

hereby appoints all Shay Glenn LLP attorneys registered to practice before the United States Patent and Trademark Office, as associated with:

CUSTOMER NO. 66854

to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

STATEMENT PURSUANT TO 37 C.F.R. § 3.73(b)

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

- ☒ the Assignment from the inventors to Biorthex Inc., recorded 01/20/2006 at reel/frame 017494/0919, pursuant to 37 C.F.R. § 3.11; and
☒ the Corrective Assignment from the inventors to Biorthex Inc., recorded 06/23/2006 at reel/frame 018012/0831, pursuant to 37 C.F.R. § 3.11; and
☒ a copy of a Bill of Sale and Assignment and Assumption Agreement attached hereto, which document has been (or is herewith) forwarded to the Patent and Trademark Office for recording.

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, the entire right, title and interest is in the identified ASSIGNEE.

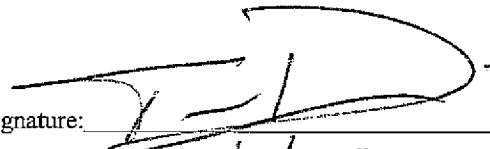
Direct all correspondence and telephone calls to:

Name	James R. Shay					
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Address	2755 Campus Drive, Suite 210					
City	San Mateo	State	CA	Zip	94403	Customer No.: 66854
Country	USA	Telephone	650.212.1700	Fax	650.212.7562	

The undersigned is authorized and empowered to act on behalf of said Assignee.

ASSIGNEE: NITINOL DEVICES AND COMPONENTS, INC.

Name: Tom Duerig

Signature: 

Title: President

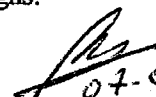
Date: 9/4/09

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEREAS, Biorthex Inc. a Québec corporation ("Vendor"), and Nitinol Devices and Components, Inc., a Delaware corporation ("Purchaser") are parties to that certain Asset Purchase Agreement dated August 7, 2009 (the "APA"), pursuant to which Vendor is selling the Purchased Assets (as defined in the APA) of Vendor to Purchaser in consideration for the payment by Purchaser of the Purchase Price (as defined in the APA) and the assumption of Assumed Liabilities (as defined in the APA). Capitalized terms used in this Bill of Sale and Assignment and Assumption Agreement (this "Bill of Sale") and not otherwise defined shall have the meanings assigned thereto in the APA.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt of which is hereby acknowledged, Vendor and Purchaser hereby agree as follows:


1. On the terms and subject to the conditions set forth in the APA, Vendor does hereby sell, convey, assign and transfer to Purchaser, all of Vendor's right, title and interest in and to all of the Purchased Assets, the list of which is attached hereto as Annex A, to have and to hold the Purchased Assets unto the Purchaser and, to the extent permitted by and in accordance with the terms and conditions of the APA, Purchaser's successors and assigns.
2. Notwithstanding anything to the contrary in this Bill of Sale, this Bill of Sale is not intended to, and does not, sell, convey, assign or transfer to Purchaser any Excluded Asset or any asset of Vendor other than the "Purchased Assets" as defined in the APA.
3. On the terms and subject to the conditions set forth in the APA, Purchaser does hereby assume, and from and after the date hereof shall pay, perform and discharge when due, the Assumed Liabilities, the list of which is attached hereto as Annex B.
4. Notwithstanding anything to the contrary in this Bill of Sale, this Bill of Sale is not intended to, and does not, effect the assumption by Purchaser of any Retained Liability or any liability of Vendor other than the "Assumed Liabilities" as defined in the APA.
5. From time to time after the date hereof, and for no further consideration but at the Purchaser's costs, each of Vendor and Purchaser shall, execute, acknowledge and deliver such assignments, transfers, consents, assumptions, and other documents and instruments and take such other actions as may reasonably be requested to more effectively assign, convey or transfer to or vest in Purchaser the Purchased Assets and the Assumed Liabilities contemplated by this Bill of Sale and the APA (including transferring at no additional cost to Purchaser any Purchased Asset contemplated by this Bill of Sale or the APA to be transferred to Purchaser at the Closing and that was not so transferred at the Closing).
6. Nothing contained herein shall be deemed to amend any provision of the APA.
7. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state. This Bill of Sale shall bind and inure to the benefit of Vendor and Purchaser and, to the extent permitted under the terms and conditions of the APA, each of their respective successors and assigns.

 07-08-09

This Bill of Sale may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

IN WITNESS WHEREOF, Vendor and Purchaser have executed this Bill of Sale as of August 7, 2009.

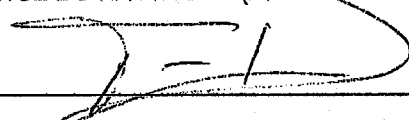
BIORTEX INC.

By: _____

Name: Philip Lang

Title: President

NITINOL DEVICES AND COMPONENTS, INC.

By: _____

Name: Tom Duerig

Title: President

ANNEX A: Purchased Assets

(i) the books and records of the Vendor relating to the Purchased Assets, including sales books, records, books of account, sales and purchase records, lists of suppliers and customers, formulae, business reports, plans and projections and all other documents, surveys, plans, files, records, assessments, correspondence, and other data and information, financial or otherwise including all data, information and databases stored on computer-related or other electronic media (collectively "Books and Records");

(ii) the "Accord de License exclusive de distribution et approvisionnement" between Vital Implant and the Vendor dated March 15, 2006 and the Exclusive License, Supply and Distribution Agreement between the Vendor and Avanta Orthopedics LLC dated December 29, 2004 (collectively "Material Contracts");

(iii) the authorizations, approvals, licences or permits issued to the Vendor relating to the Purchased Assets by or from any Governmental Authority (collectively "Governmental Authorizations");

(iv) the finished implant inventories listed and described in Schedule A (plus or minus 10%); the 20 mm and 40 mm Actipore™ Rod Inventory listed and described in Schedule B (plus or minus 10%); and the Implant Surgical Instrument inventory listed and described in Schedule C (plus or minus 10%) (collectively "Inventories");

(v) the know-how and related technical knowledge owned, used or held by the Vendor concerning Actipore™, including: (a) trade secrets, confidential information and other proprietary know-how concerning Actipore™; (b) public information and non-proprietary know-how concerning Actipore™; (c) information of a scientific, technical, financial or business nature regardless of its form relating to Products; (d) regulatory files concerning Actipore™, including testing protocols, reports and data related to physical, chemical and biological characterization and bench-top, animal in vivo and human testing and trials (collectively "Technical Information");

(vi) following intellectual property rights, whether registered or not, owned, used or held by the Vendor: (a) pending patent applications (including divisionals, reissues, renewals, re-examinations, continuations, continuations-in-part and extensions) and issued patents, listed and described in Schedule D; (b) Actipore™ (collectively "Intellectual Property"); and

(vii) the tooling and fixtures owned by the Vendor and located within the rented facility of approximately 60 sq. ft. located at Carex 4425 des Industries, Laval, local 117, Quebec, Canada H7C 1A1 (collectively "Tangible Personal Property").

Schedule D
Case List

Case Ref.	Official No.	Title	Case Status	Case Type	Country	Property Type	Local Classes
11876-9ca	2315724	POROUS NICKEL-TITANIUM ALLOY ARTICLE	Granted	Properties	Canada	Patent	
11876-9DE	1047460	POROUS NICKEL-TITANIUM ALLOY ARTICLE	Granted	Properties	Germany	Patent	
11876-9eo	98963305.2	POROUS NICKEL-TITANIUM ALLOY ARTICLE	Application filed	Properties	European Patent Office	Patent	
11876-9ES	2251789	POROUS NICKEL-TITANIUM ALLOY ARTICLE	Granted	Properties	Spain	Patent	
11876-9FR	98963305.2	POROUS NICKEL-TITANIUM ALLOY ARTICLE	Application filed	Properties	France	Patent	
11876-9GB	1047460	POROUS NICKEL-TITANIUM ALLOY ARTICLE	Granted	Properties	United Kingdom	Patent	
11876-9IT	019269BE/2006	POROUS NICKEL-TITANIUM ALLOY ARTICLE	Granted	Properties	Italy	Patent	
11876-9PCT	ca98/01202	POROUS NICKEL-TITANIUM ALLOY ARTICLE	PCT Expired	Properties	Patent Cooperation Treaty	Patent	
11876-9us	5986169	POROUS NICKEL-TITANIUM ALLOY ARTICLE	Granted	Properties	United States of America	Patent	
11876-15CA	2323252	ARTIFICIAL DISK	Granted	Properties	Canada	Patent	
11876-15EP	01980072.1	ARTIFICIAL DISC	Application filed	Properties	European Patent Office	Patent	
11876-	ca01/01441	ARTIFICIAL DISC	PCT Expired	Properties	Patent Cooperation Treaty	Patent	
11876-15US	6913622	ARTIFICIAL DISC	Granted	Properties	United States of America	Patent	
11876-17CA	TMA651548	ACTIPORE	Registered	Properties	Canada	Trademark	
11876-17ctm	001736693	ACTIPORE	Registered	Properties	European Community	Trademark	
11876-23CA	2529206	BIOCOMPATIBLE POROUS TINI MATERIAL	Application filed	Properties	United States of America	Trademark	
11876-23DE	1663330	BIOCOMPATIBLE POROUS TINI MATERIAL	Granted	Properties	Canada	Patent	
11876-23EP	1663330	BIOCOMPATIBLE POROUS TINI MATERIAL	EP Granted	Properties	Germany	Patent	
11876-23FR	1663330	BIOCOMPATIBLE POROUS TINI MATERIAL	Granted	Properties	European Patent Office	Patent	
11876-23GB	1663330	BIOCOMPATIBLE POROUS TINI MATERIAL	Granted	Properties	Spain	Patent	
11876-23IT	1663330	BIOCOMPATIBLE POROUS TINI MATERIAL	Granted	Properties	France	Patent	
11876-23KR	10-2006-	BIOCOMPATIBLE POROUS TINI MATERIAL	Granted	Properties	United Kingdom	Patent	
11876-	CA2003/001213	BIOCOMPATIBLE POROUS TINI MATERIAL	Application filed	Properties	Italy	Patent	
11876-23US	10/565349	BIOCOMPATIBLE POROUS TINI MATERIAL	PCT Expired	Properties	Republic of Korea	Patent	
			Application filed	Properties	Patent Cooperation Treaty	Patent	
				Properties	United States of America	Patent	

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